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8 *Attorneys for Interpleader Plaintiff West Coast Life
Insurance Company*

9 UNITED STATES DISTRICT COURT

10 DISTRICT OF NEVADA

11
12 WEST COAST LIFE INSURANCE
COMPANY,

13 Interpleader Plaintiff,
14 vs.
15 MICHAEL BLAKE and THE ESTATE OF
16 PATRICIA L. BLAKE, through its Personal
Representative Rebecca Klups,
17 Interpleader Defendants.

18 Case No. 2:21-cv-01584-JCM-NJK

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**JOINT STIPULATION FOR
INTERPLEADER PLAINTIFF WEST
COAST LIFE INSURANCE COMPANY'S
PAYMENT OF INSURANCE
PROCEEDS, DISCHARGE, AND
DISMISSAL WITH PREJUDICE**

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28 Interpleader Plaintiff West Coast Life Insurance Company and Interpleader Defendants
Michael Blake and the Estate of Patricia L. Blake, through its Personal Representative Rebecca
Klups, (collectively, the "Parties"), hereby STIPULATE AND AGREE as follows:

1. On August 26, 2021, Interpleader Plaintiff West Coast Life Insurance Company
("West Coast Life") commenced this action by filing its Complaint-in-Interpleader, requesting that
the Court resolve the competing claims of Michael Blake and the Estate of Patricia L. Blake,
through its Personal Representative Rebecca Klups, (collectively, the "Interpleader Defendants"),

1 to the \$500,000.00 proceeds of West Coast Life Insurance Company Policy No. Z01210908 (the
 2 “Policy”). (Doc. 1).

3 2. West Coast Life admits that the proceeds of the Policy are due and payable in the
 4 amount of \$500,000.00 plus any applicable accrued interest (the “Proceeds”). West Coast Life
 5 claims no beneficial interest in the Proceeds, and it is instead a mere stakeholder.

6 3. The Interpleader Defendants have now filed responsive pleadings to the Complaint-
 7 in-Interpleader. (Docs. 8, 18). No Interpleader Defendant has asserted a counterclaim against West
 8 Coast Life. (*See id.*).

9 4. On February 22, 2022, West Coast Life’s counsel received an e-mail from Michael
 10 Blake, who is proceeding *pro se* in this interpleader lawsuit, stating in relevant part: “Upon learning
 11 of the response from Mrs. Klups, and that she is making a competitive claim for the death benefit,
 12 I would like to withdraw my claim. It seems clear that NRS 111.781 would revoke my claim to the
 13 benefit especially now that Mrs. Klups has responded to the Interpleader Complaint and created a
 14 competitive claim. Please let me know how to move forward with terminating my claim. I would
 15 like to save the coast [sic] of expensive litigation so that Mrs. Klups and the Estate of Patricia Blake
 16 can receive the maximum benefit.” Mr. Blake made similar representations during the February
 17 28, 2022 scheduling conference before this Court.

18 5. In light of the foregoing, the parties agree that West Coast Life shall distribute the
 19 Policy Proceeds to the Estate of Patricia L. Blake (the “Estate”), less West Coast Life’s reasonable
 20 attorneys’ fees and costs in the amount of \$8,500.00, which the parties agree West Coast Life is
 21 entitled to recover as a result of having to pursue this interpleader lawsuit.

22 6. The amount specified in Paragraph 5 above shall be paid by check and delivered by
 23 West Coast Life to the Estate’s counsel within twenty (20) business days of the latest of the
 24 following to occur: (a) the Court’s approval of this Joint Stipulation; and (b) the receipt by West
 25 Coast Life’s counsel of properly executed IRS Form W-9s (Rev. Oct. 2018) for both the Estate of
 26 Patricia L. Blake and Lee, Kiefer & Park L.L.P.

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L.L.P. ——————
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1 7. Upon payment of the Proceeds by West Coast Life as specified herein, West Coast
 2 Life shall be discharged from any and all further liability with respect to, affecting, or in any way
 3 arising out of the Policy.

4 8. Upon payment of the Proceeds by West Coast Life as specified herein, Michael
 5 Blake, the Estate of Patricia L. Blake, Rebecca Klups, and The Unicorn Revocable Family Trust
 6 dated October 25, 2016 shall be permanently enjoined from instituting or prosecuting any other
 7 proceeding, arbitration, or lawsuit against West Coast Life or any of its parent companies, affiliates,
 8 agents, predecessors, successors, or assigns (including, but not limited to, Protective Life Insurance
 9 Company, Protective Life Corporation, The Dai-ichi Life Insurance Company, Limited, and Dai-
 10 ichi Life Holdings, Inc.) with respect to the Proceeds, the Policy, and any and all claims that were
 11 or could have been raised in this action against West Coast Life.

12 9. Upon payment of the Proceeds by West Coast Life as specified herein, the Estate of
 13 Patricia L. Blake, Rebecca Klups, and The Unicorn Revocable Family Trust dated October 25,
 14 2016 shall be permanently enjoined from instituting or prosecuting any other proceeding,
 15 arbitration, or lawsuit against Michael Blake with respect to the Proceeds, the Policy, and any and
 16 all claims that were or could have been raised in this action against Michael Blake.

17 10. Any person not yet joined as a party to this action who may make a claim for, or be
 18 entitled to, the Policy Proceeds is joined and subject to Paragraph 8 above.

19 11. This lawsuit and all claims asserted therein are hereby dismissed with prejudice,
 20 with each party to bear his/her/its own attorneys' fees and costs (except as otherwise stated in
 21 Paragraph 5 above). The Court shall retain jurisdiction over this matter to enforce the terms of this
 22 Joint Stipulation, if necessary.

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1 WHEREFORE, the parties respectfully request that the Court approve this Joint Stipulation
2 for Payment of Insurance Proceeds, Discharge, and Dismissal with Prejudice, and enter the
3 proposed order submitted herewith as **Exhibit A**.

4 SO STIPULATED on this 21st day of March, 2022.

5 SNELL & WILMER L.L.P.

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LEE KIEFER & PARK L.L.P.

By: /s/ Kelly H. Dove

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Attorneys for Interpleader Plaintiff West
Coast Life Insurance Company

By: /s/ Daniel P. Kiefer (w/ permission)

Daniel P. Kiefer (SBN 12419)
Matthew W. Park (SBN 12062)
1140 N. Town Center Drive, Ste. 200
Las Vegas, Nevada 89134
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Email: litigation@lkpfirm.com

Attorneys for Interpleader Defendant The
Estate Of Patricia L. Blake, through its
Nominated Personal Representative
Rebecca Klups

/s/ Michael Blake (w/ permission)

Michael Blake
252 North Milan Street
Henderson, Nevada 89015
Telephone: 702.809.8820
Email: X99Flyer@aol.com

Pro Se

INDEX OF EXHIBITS

Exhibit No.	Description	No. of Pages
A	Proposed Order	3

4876-2987-0102

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Exhibit A

Proposed Order

1 Kelly H. Dove
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14 Insurance Company*

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26 **ORDER GRANTING THE
27 PARTIES' JOINT STIPULATION FOR
28 INTERPLEADER PLAINTIFF WEST
COAST LIFE INSURANCE COMPANY'S
PAYMENT OF INSURANCE
PROCEEDS, DISCHARGE, AND
DISMISSAL WITH PREJUDICE**

29 The Parties' Joint Stipulation for Interpleader Plaintiff West Coast Life Insurance
30 Company's Payment of Insurance Proceeds, Discharge, and Dismissal with Prejudice is
31 GRANTED in its entirety. Accordingly, IT IS HEREBY ORDERED as follows:

32 1. Within twenty (20) business days after entry of this Order and West Coast Life
33 Insurance Company's ("West Coast Life") receipt of properly executed IRS Form W-9s (Rev. Oct.
34 2018) for both the Estate of Patricia L. Blake and Lee, Kiefer & Park L.L.P., whichever occurs
35 latest, West Coast Life shall pay the \$500,000.00 proceeds of West Coast Life Insurance Company

1 Policy No. Z01210908 (the “Policy”), plus applicable interest, less West Coast Life’s reasonable
2 attorneys’ fees and costs in the amount of \$8,500.00 (collectively, the “Proceeds”), by check to the
3 Estate of Patricia L. Blake.

4 2. Upon payment of the Proceeds by West Coast Life as specified in Paragraph 1
5 above, West Coast Life shall be discharged from any and all further liability with respect to,
6 affecting, or in any way arising out of the Policy.

7 3. Upon payment of the Proceeds by West Coast Life as specified in Paragraph 1
8 above, Michael Blake, The Estate of Patricia L. Blake, Rebecca Klups, and The Unicorn Revocable
9 Family Trust dated October 25, 2016 shall be permanently enjoined from instituting or prosecuting
10 any other proceeding, arbitration, or lawsuit against West Coast Life or any of its parent companies,
11 affiliates, agents, predecessors, successors, or assigns (including, but not limited to, Protective Life
12 Insurance Company, Protective Life Corporation, The Dai-ichi Life Insurance Company, Limited,
13 and Dai-ichi Life Holdings, Inc.) with respect to the Proceeds, the Policy, and any and all claims
14 that were or could have been raised in this action against West Coast Life.

15 4. Upon payment of the Proceeds by West Coast Life as specified in Paragraph 1
16 above, The Estate of Patricia L. Blake, Rebecca Klups, and The Unicorn Revocable Family Trust
17 dated October 25, 2016 shall be permanently enjoined from instituting or prosecuting any other
18 proceeding, arbitration, or lawsuit against Michael Blake with respect to the Proceeds, the Policy,
19 and any and all claims that were or could have been raised in this action against Michael Blake.

20 5. Any person not yet joined as a party to this action who may make a claim for, or be
21 entitled to, the Policy Proceeds is joined and subject to Paragraph 3 above.

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1 6. This lawsuit and all claims asserted therein are hereby dismissed with prejudice,
2 with each party to bear his/her/its own attorneys' fees and costs (except as otherwise stated in
3 Paragraph 1 above). The Court shall retain jurisdiction over this matter to enforce the terms of the
4 Parties' Joint Stipulation for Interpleader Plaintiff West Coast Life Insurance Company's Payment
5 of Insurance Proceeds, Discharge, and Dismissal with Prejudice.

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SO ORDERED March 25, 2022.

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HONORABLE JAMES C. MAHAN
United States District Court Judge

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